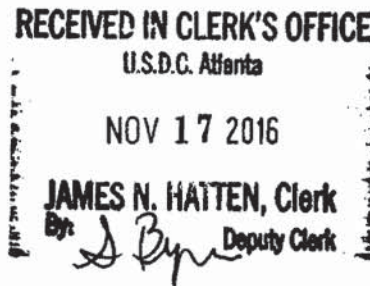


Denise L. Brooks
c/o 5465 Highway 42
Suite 123
Ellenwood, Georgia Near 30294
GEORGIA STATE
denisebrooks@hotmail.com
404-399-4591



IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Denise L. Brooks
Plaintiff

vs.

1:16-CV-4287

Case No. :
CLAIMS FOR DAMAGES

NAVIENT, JACK REMONDI, ECMC, DAVID HAWN, AES , PHEAA ,
MINDY FOU CHONG, C. DORAN VANCE, JAMES L. PRESTON, USA
FUNDS, WILLIAM HANSEN.
EQUIFAX, RICHARD SMITH, JOHN GAMBLE, EXPERIAN, DON
ROBERT, TRANSUNION JAMES M. PECK, SAMUEL A. HAMOOD,
And JOHN DOE 1-50
Defendants

**FCRA/FDCPA/INVASION OF PRIVACY DISTRICT COURT
CLAIMS**

COMES NOW, the Plaintiff DENISE LAQUA BROOKS

complaining of the defendant(s) and each of them as follows;

1. This action is an action brought by the Plaintiff for violation of the
Fair Credit Reporting Act, 15 U.S.C. §1681, Fair Debt Collection
Practices Act, 15 U.S.C. §1692, and The Gramm Leach Bliley Act.

I THE PARTIES

2. Plaintiff DENISE LAQUA BROOKS is now and at all times relevant to this action a “consumer” as that term is defined within 15 U.S.C. §1692a(3).

3. Defendant(s) NAVIENT, JACK REMONDI, ECMC, DAVID HAWN, AES, PHEAA, JAMES PRESTON, MINDY FOU CHONG, C. DORAN VANCE, USA FUNDS, WILLIAM HANSEN, et. al. (“**DEBT COLLECTORS**” under the term defined by 15 U.S.C. §1692a(6)) Defendants ECMC, DAVID HAWN, AES, PHEAA, JAMES PRESTON, MINDY FOU CHONG, C. DORAN VANCE, USA FUNDS, WILLIAM HANSEN, are “**DEBT COLLECTORS**” as that term is defined by 15 U.S.C. §1692a(6).

II. JURISDICTION AND VENUE

4. The U.S. District Court Northern District of Georgia has jurisdiction pursuant to 15 U.S.C. §1692 et.al, and the court has jurisdiction over Plaintiffs tort claims. Venue is proper as the occurrences which give rise to this action took place in the state of Georgia. Therefore venue is proper in the U.S. District Court Northern District of Georgia.

III. FACTUAL ALLEGATIONS

5. Plaintiff brings this action regarding defendant(s) and each of them continued attempts to collect an alleged debt defendants claim is owed them. However Plaintiff is without knowledge of the alleged debt defendants purport to claim is owed to them (NAVIENT, JACK REMONDI,ECMC, DAVID HAWN, AES, PHEAA, JAMES PRESTON, MINDY FOU CHONG, C. DORAN VANCE, USA FUNDS, WILLIAM HANSEN,et. al). According to the FDCPA because they are DEBT COLLECTORS and under the Federal Umbrella claims can be brought to any United States District Court. §813 Civil liability15 USC§1692k(2)(d).

6. A Notice of validation of Debt pursuant to 15 U.S.C. §1692, FDCPA , was sent to all of the Defendants they did not respond with certified loan level documentation validation and verification. The notice required the Defendants (NAVIENT, JACK REMONDI, ECMC, DAVID HAWN, AES, PHEAA, JAMES PRESTON, MINDY FOU CHONG, C. DORAN VANCE, USA FUNDS, WILLIAM HANSEN,et. al.) to validate/verify their alleged debt pursuant to 15U.S.C. § 1692g. It was never sent. Some of them even told the Consumer they bought the alleged debt and she now owes them. Which is a valid representation or implication that nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment, or sale of any property or

wages of any person unless such action is lawful and the debt collector or creditor intends to take such action. This is a violation of the Fair Debt Collection Practices Act FDCPA §807, 15U.S.C. §1692e(1),(2)(A),(4),(8),(12), (13), (14).

7. On or about August Plaintiff obtained her consumer credit report from the three (3) major reporting credit bureaus Equifax, Experian, and Transunion. Plaintiff discovered defendants were reporting on her consumer credit report which she disputed with all three credit reporting agencies pursuant to 15 USC §1681, the FCRA. On or about August, September, and October 2016 the three major credit reporting agencies after conducting an investigation with the credit furnishers (defendants NAVIENT, JACK REMONDI, ECMC, DAVID HAWN, AES, PHEAA, JAMES PRESTON, MINDY FOU CHONG, C. DORAN VANCE, USA FUNDS, WILLIAM HANSEN, et. al.) stated that the alleged debt was valid, and determined to be the Plaintiff's debt.

8. Plaintiff has suffered significant economic harm as a result of the erroneous credit reporting by each of the defendants(s).

9. The above-detailed conduct by each of the Defendants has more to do with their deceptive and illegal acts in their attempt to collect the alleged debt, as opposed to any determined legitimacy of their alleged debt. The

FDCPA, FCRA and OCGA 10-1-390 relates to the defendants even if they were collecting a legitimate debt. Plaintiff asserts for the record neither defendants are creditors, Lenders, neither did either defendant provide any credit to Plaintiff. Notwithstanding each of the defendants are “**DEBT COLLECTORS**” pursuant to 15U.S.C. §1692a(6). Plaintiffs allege the FDCPA states in part;

The term “**DEBT COLLECTOR**” means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. Notwithstanding the exclusion provided by clause (F) of the last sentence of this paragraph, the term includes any creditor who, in the process of collecting his own debts, uses any name other than his own which would indicate that a third person is collecting or attempting to collect such debts. For the purpose of section 808(6), such term also includes any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the enforcement of security interests.

10. Plaintiff therefore seeks damages as a result of defendant’s acts.

**IV. FIRST CAUSE OF ACTION
VIOLATION OF 15U.S.C. §1681i FAIR CREDIT REPORTING ACT
(DEFENDANT)**

11 Paragraphs 1-10 are re-alleged as though fully set out herein.

12. Plaintiffs are “**CONSUMERS**” within the meaning of the FCRA, 15 U.S.C. §1692a(c).

13. Defendants (“NAVIENT, JACK REMONDI, ECMC, DAVID HAWN, AES, PHEAA, JAMES PRESTON, MINDY FOU CHONG, C. DORAN VANCE, USA FUNDS, WILLIAM HANSEN, et. al.) are “credit furnishers” within the meaning of the 15 U.S.C. §1681s-2(a) prohibits furnishers from reporting inaccurate or erroneous information about consumers. As such, it placed an affirmative duty on furnishers to correct and update information which they know, or reasonably should know, is inaccurate. The subsection requires furnishers to flag or otherwise provide notice to credit reporting agencies of any “dispute” by a consumer related to his or her credit information or history, FCRA, 15 USC §1681s-2(a)(1)-(3). Plaintiffs consumer credit report is a consumer report within the meaning of 15 U.S.C. §1681a (d).

14. The FCRA, 15 U.S.C.1681s-2(b) has Obligations regarding credit furnishers to investigate consumer’s disputes. Subsection 1681s-2(b) specifies a second set of obligations on a furnisher. These obligations are triggered once a credit reporting agency (CRA) notifies the furnisher that it has received a “notice of dispute” from the consumer pursuant to 15 U.S.C. §1681s-2(a)(2). After the disputes are received by a CRA from a consumer, it, in turn is required under §1681i of the FCRA to forward a consumer dispute verification (CDV) form to the furnisher, requiring it to

verify the credit information and investigate its accuracy. After receiving notice of such a dispute from a CRA, a furnisher has 5 mandatory duties it must perform within 30 days:

- (1) to conduct “an investigation” with respect to the disputed information;
- (2) to “review all relevant information” provided by the credit reporting agency;
- (3) to “report the results of its investigation” back to the credit reporting agency;
- (4) if the investigation finds the existing information is incomplete or inaccurate, to report back those results to each of the consumer reporting agencies to whom the furnisher originally communicated information about the consumer; and
- (5) to “modify,...delete...or... permanently block ” the reporting of any item of information found to be inaccurate, incomplete, or which cannot be verified as accurate after a reinvestigation. 15 U.S.C. §1681s-2(b)(1).

15. In §1681s-2(b) duties arise only after a furnisher receives notice of dispute from a CRA. Notice of a dispute to a furnisher by a consumer directly does not trigger a furnisher’s duty to reinvestigate under § 1681s-2(b). The consumer must dispute to a CRA, which, in turn, forwards the dispute to the furnisher. This indirect “filtering” mechanism must be followed by a consumer to give rise to a duty of investigation under the FCRA to the furnisher. A furnisher need not honor a dispute received directly from the consumer, whether oral or written, under the FCRA. Such a dispute, it should be noted, likely does create a legal obligation under §1692g of the FDCPA which Plaintiffs served upon defendant “

(NAVIENT, JACK REMONDI, ECMC, DAVID HAWN, AES, PHEAA, JAMES PRESTON, MINDY FOU CHONG, C. DORAN VANCE, USA FUNDS, WILLIAM HANSEN,et. al.)

**V. SECOND CAUSE OF ACTION INVASION OF PRIVACY
(DEFENDANTS)**

16. Paragraphs 1-15 are re-alleged as though fully set out herein

17. Defendants “ (NAVIENT, JACK REMONDI, ECMC, DAVID HAWN, AES, PHEAA, JAMES PRESTON, MINDY FOU CHONG, C. DORAN VANCE, USA FUNDS, WILLIAM HANSEN,et. al.), are “**DEBT COLLECTORS**” and are strangers to the Plaintiff. Plaintiff has no contractual relationship with defendants, (NAVIENT, JACK REMONDI, ECMC, DAVID HAWN, AES, PHEAA, JAMES PRESTON, MINDY FOU CHONG, C. DORAN VANCE, USA FUNDS, WILLIAM HANSEN,et. al.), and has never applied for credit or services with the defendants.

18. On or about November 2016 defendants (ECMC, DAVID HAWN, AES, PHEAA, JAMES PRESTON, MINDY FOU CHONG, C. DORAN VANCE, USA FUNDS, WILLIAM HANSEN,) illegally obtained Plaintiffs consumer credit report(s) . Defendants, (NAVIENT, JACK REMONDI, ECMC, DAVID HAWN, AES, PHEAA, JAMES PRESTON, MINDY FOU CHONG, C. DORAN VANCE, USA FUNDS, WILLIAM HANSEN,et. al.) are not the Consumers creditors, therefore the illegal

obtaining of Plaintiffs consumer credit reports constitutes a Tort claim for Invasion of Privacy. This is a Gramm Leach Bliley Act violation non public private information can't be shared with an open forum, which it has been.

19. Plaintiffs right to privacy are also an enumerated Constitutional right, both in the State and Federal Constitution. Plaintiff has been damaged in that their proprietary, confidential, most personal information was unlawfully and illegally breached by defendants

20. Therefore Plaintiffs is entitled to punitive, consequential, actual and special damages, and any other such damages the court deems necessary.

**VI. THIRD CAUSE OF ACTION
VIOLATION OF 15 USC1692, FAIR DEBT COLLECTION
PRACTICES ACT
(ALL DEFENDANTS)**

21. Paragraphs 1-20 are re-alleged as though fully set out herein.

22. All paragraphs of this Complaint are expressly adopted and incorporated herein as if fully set forth herein.

23. Plaintiffs are "CONSUMERS" as defined in 15USC§1692a(3). Therefore Plaintiffs is entitled to punitive, consequential, actual and special damages, and any other such damages the court deems necessary.

24. Paragraphs 1-23 are re-alleged as though fully set out herein.

25. Defendants violated the FDCPA, and caused damages to Plaintiff by their failure to comply with the Act. Defendant's violations include, but are not limited to the following;

- a. Defendant violated §1692 (d) of the FDCPA by engaging in conduct the natural consequences of which is to harass, oppress, or abuse any person in connection with the collection of an alleged debt and;
- b. Defendant(s) violated §1692(j) of the FDCPA by using unfair or unconscionable means in connection with the collection of an alleged debt;
- c. Using unfair or unconscionable means to collect or attempt to collect a debt, in violation of 15USC§1692(f);
- d. Defendant(s) violated the 15USC§1692(e)(8) required DEBT COLLECTORS to communicate the disputed status of a debt if the debt collector knows or should know that the debt is disputed, standard requires no notification by the consumer, written or oral, and instead, depends solely on the debt collector's knowledge that a debt is disputed, regardless of how or when that knowledge is "acquired."

26. Defendants were fully aware that each of them were/are unable to provide a performance contract, or account stated executed by Plaintiff, whereby PlaintiffS are obligated to defendants.

27. Defendants ignored the Plaintiff telling them that the DEBT is satisfied with, an EFT, and General Services Bonds sent to the United States Treasury to be Discharged and never reissued again. (“see **Exhibit ”**) and is

28. Therefore defendants ((NAVIENT, JACK REMONDI, ECMC, DAVID HAWN, AES, PHEAA, JAMES PRESTON, MINDY FOU CHONG, C. DORAN VANCE, USA FUNDS, WILLIAM HANSEN,et. al.) are liable to Plaintiffs for damages loss of sleep, emotional and mental stress, insomnia, embarrassment, anxiety, and The Consumer woman needs rest and related damages due to defendant’s acts of unbridled enthusiasm for the consumer.

29. A bid bond was tendered to SALLIE MAE (see attached) for the credit that is supposed to represent commercial instrument for payment of any and all Debts per the United States Supreme Court. This Security was also put on the Consumer/woman’s UCC-3 to make sure everybody knew what happened with these student loans, and no one would come back to her and state she owed them for the DEBT. She is the Secured Party Creditor for her Estate per the State of Georgia’s UCC filings.

30. Full faith and Credit of the United States of America is with the Woman who obtained her personal family and household goods and not CORPORATIONS who are collecting for Business, Commerce, and Trade. These Consumer protection laws must be adhered to and followed to the letter. The Consumer Financial Protection Bureau states that the Consumer must be told the truth and treated fairly. She has not been treated like a Natural Person who does hold the Agriculture at her fingertips. The Consumer wants to be compensated \$75,000.00 from each of the entities who claim she owes them money she has tried to work with them but they continue to harass and oppress her and also to use profane and obscene language stating she owes them anything.

31. The Consumer does want attorney's fees as a result of the disregard for her injuries and they should be \$10,000.00.

EDUCATIONAL CREDIT MANAGEMENT CORPORATION

C/O DAVID HAWN
1 Imation Place Building 2
Oakdale, MN 55128

AES/PHEAA
JAMES PRESTON
MINDY FOU CHONG
C. DORAN VANCE

USA FUNDS
WILLIAM HANSEN
9998 Crosspoint Boulevard
Suite 400
Indianapolis, IN 46256

NAVIENT
JACK REMONDI
300 Continental Drive
Newark, Delaware 19713

EXPERIAN
475 Anton Blvd.
Costa Mesa, CA 92626
C/O Don Robert

EQUIFAX
550 Peachtree Street, N.W.
Atlanta, GA 30309
C/O Richard F. Smith

TRANSUNION
555 W. Adams Street
FL 2-9
Chicago, IL 60661
C/O James M. Peck

CERTIFICATE OF SERVICE

I, Denise L. Brooks, being the plaintiff herein named, hereby certify that on the , day of 2016, I timely served one copy of correspondence for DEBT COLLECTOR(s), address mailed with correct postage affixed First Class Mail from a U.S. Postal Service mail drop:

Exhibit A

Discharge of loans

804
 Denise L. Brooks 977867254-1 64-9256671
 715 Habersham Ct
 Ellenwood, GA 30294
 OCT 22 2012
 PAY TO THE ORDER OF SALLIE MAE \$87689.54
 EIGHTY SEVENTHousand SIX HUNDRED EIGHTY NINE DOLLARS AND 54/100
 Best Bank
 A Division of GUARANTY BANK
 www.bestbank.com
 EFT ONLY FOR
 DISCHARGE OF DEBT Denise L. Brooks
 :061192559: 4 815 018324 0804

NOT FOR DEPOSIT EFT
 ONLY FOR DISCHARGE OF
 DEBT
 Denise L. Brooks
 AUTHORIZED REPRESENTATIVE
 WITHOUT RECOURSE

804
 Denise L. Brooks 977867254-1 64-9256671
 715 Habersham Ct
 Ellenwood, GA 30294
 OCT 22 2012
 PAY TO THE ORDER OF SALLIE MAE \$87689.54
 EIGHTY SEVENTHousand SIX HUNDRED EIGHTY NINE DOLLARS AND 54/100
 Best Bank
 A Division of GUARANTY BANK
 www.bestbank.com
 EFT ONLY FOR
 DISCHARGE OF DEBT Denise L. Brooks
 CHECK ARMOR
 TRADE PROTECTION

AFFIDAVIT OF NOTARY PRESENTMENT

On (October 18, 2012) (Brooks-Laqua Denise) appeared before me with the following documents listed below. I, the below signed notary, personally verified that these documents were placed in an envelope and sealed by me. They were sent by United States Post Office Registered Mail receipt number (70110470^{00 36869}) to (P.O. BOX 530267⁰⁰) Wilkes-Barre, PA 18773-9500³⁶⁵³
List of Documents:

(INSTRUMENT NUMBER 804 IN THE AMOUNT OF \$87689.54

BILL FROM DEPT. OF EDUCATION SALLIE MAE, AND NOTARY PRESENTMENT)

OCT 22 2012

Willette Mathis

Notary Print Name

[Signature]

Notary Signature



9778617254
Commercial

AFFIDAVIT OF NOTARY PRESENTMENT

On (October 18, 2012) (Brooks-Laqua Denise) appeared before me with the following documents listed below. I, the below signed notary, personally verified that these documents were placed in an envelope and sealed by me. They were sent by United States Post Office Registered Mail receipt number (7011 0420 0003 6860 3660) to (P.O. BOX 530267)

Atlanta GA 30353-0267
List of Documents:

(INSTRUMENT NUMBER 806 IN THE AMOUNT OF \$68853.82

BILL FROM SALLIE MAE, AND NOTARY PRESENTMENT)

Willette MATHIS

Notary Print Name

[Signature]

Notary Signature



OCT 22 2012

~~[Signature]~~

9778617254

Oct 22 2012 Denise L. Brooks 715 Habersham Ct Ellenwood, GA 30294 64-9266411 806

PAY TO THE ORDER OF SALLIE MAE DEPARTMENT OF EDUCATION \$28,853.82

DIXTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY THREE DOLLARS AND 82/100

Best Bank A Division of GUARANTY BANK www.bestbank.com

FOR DISBURSEMENT OF DEBT Denise L. Brooks

VOID

Oct 22 2012 Denise L. Brooks 715 Habersham Ct Ellenwood, GA 30294 64-9266411 804

PAY TO THE ORDER OF SALLIE MAE \$87,699.54

EIGHTY SEVEN THOUSAND SIX HUNDRED NINETY NINE DOLLARS AND 54/100

Best Bank A Division of GUARANTY BANK www.bestbank.com

FOR DISBURSEMENT OF DEBT Denise L. Brooks

VOID

NOT FOR DEPOSIT
ONLY FOR DEPOSIT
DENISE L. BROOKS
ATTORNEY GENERAL
ALABAMA

NOT FOR DEPOSIT
ONLY FOR DEPOSIT
DENISE L. BROOKS
ATTORNEY GENERAL
ALABAMA

15 May 2014

GSA Office of the Administrator
Mr. Daniel M. Tangherlini
1800 F Street N.W.
Washington, D.C. 20405

Denise L. Brooks
715 Habersham Court
Ellenwood, Georgia 30294

RE: GSA BONDS

Dear Mr. Tangherlini:

I am Denise L. Brooks, and I have enclosed for your approval two debts that I would like to be canceled and retired and not reissued, along with GSA bonds. I have included two gifts for the government to be used to reduce the public debt. Attached you will find Redeem for lawful money to further reduce the public debt. Thanks so much for your consideration.

Sincerely,

Denise L. Brooks

P.S. Certificate of Live Birth Number 10955079635 State of Florida is enclosed

Attachments

CC: IRS

STATE HOME MORTGAGE/GEORGIA HOUSING AND FINANCE AUTHORITY/AMERICA HOME KEY
SHERIFF MCBRAYER

AFFIDAVIT OF INDIVIDUAL SURETY

(See instructions on reverse)

OMB Number: 9000-0001

Expiration Date: 11/30/2014

Public reporting burden for this collection of information is estimated to average 0.4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Regulatory Secretariat (VPR), Office of Acquisition Policy, GSA, Washington, DC 20405.

STATE OF
GEORGIACOUNTY OF
HENRY

SS.

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print)

DENISE LAQUAY KINGBROOKS

2. HOME ADDRESS (Number, Street, City, State, ZIP Code)

10955079635 1217 NORTH PEARL STREET
JACKSONVILLE, FLORIDA 32231

3. TYPE AND DURATION OF OCCUPATION

SURETY/LIFETIME

4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)

SALLIE MAE DEPARTMENT OF EDUCATION/STC
PO BOX 9500 WILKES BARRE, PENNSYLVANIA

5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED

(Number, Street, City, State, ZIP Code)
DEPOSITORY TRUST CO.
35 WATER STREET 1ST FLOOR
NEW YORK, NEW YORK 10041

6. TELEPHONE NUMBER

HOME - N/A

BUSINESS - N/A

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:

(a) Real estate (include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).

8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.

10. SIGNATURE

Denise Laquay Brooks

11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where Appropriate)

See attached

12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:

a. DATE OATH ADMINISTERED

MONTH DAY YEAR
May 15 2014

b. CITY AND STATE (Or other jurisdiction)

College Park Georgia

c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH
(Type or print)

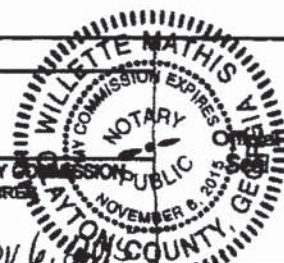
Willetta Mathis

d. SIGNATURE

Willetta Mathis

e. MY COMMISSION
EXPIRES

NOV 6, 2015

AUTHORIZED FOR LOCAL REPRODUCTION
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Prescribed by GSA-FAR (48 CFR) 53.228(e)

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

BUREAU of VITAL STATISTICS

CERTIFICATE OF LIVE BIRTH

STATE BOARD OF HEALTH
BUREAU of VITAL STATISTICS

FLORIDA JAN 1956

BIRTH NO. 109- 55-079635

REGISTRAR'S NO.

1. PLACE OF BIRTH a. COUNTY <u>BROWARD</u>		2. USUAL RESIDENCE OF MOTHER (Where does mother live?) a. STATE <u>FLORIDA</u> b. COUNTY <u>BROWARD</u>	
b. CITY OR TOWN <u>POMPANO BEACH</u> CODE NO. <u>16-53</u>		c. CITY OR TOWN <u>DEERFIELD BEACH</u>	
c. FULL NAME OF (If NOT in hospital - give street address or location) HOSPITAL <u>44 N.E. FIRST ST.</u>		d. STREET ADDRESS (If rural, give location) <u>16-XX 504 N.W. 8th AVE</u>	
3. CHILD'S NAME a. (First) <u>DENISE</u> b. (Middle) <u>LAQUAY</u> c. (Last) <u>KING</u>			
4. SEX <u>4</u> <u>FEMALE</u>	5a. THIS BIRTH SINGLE <input checked="" type="checkbox"/> TWIN <input type="checkbox"/> TRIPLET <input type="checkbox"/>	5b. IF TWIN OR TRIPLET (This child born) 1ST <input type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input type="checkbox"/>	6. DATE OF BIRTH (Month) (Day) (Year) <u>11-22-55</u>
FATHER OF CHILD			
7. FULL NAME a. (First) <u>WILLIE</u> b. (Middle) <u>KING</u> c. (Last) <u>C</u>		8. COLOR OR RACE <u>C</u>	
9. AGE (At time of this birth) <u>21</u> YEARS	10. BIRTHPLACE (State or foreign country) <u>GEORGIA</u>	11a. USUAL OCCUPATION <u>LABOR</u>	11b. KIND OF BUSINESS OR INDUSTRY <u>CONSTRUCTION</u>
MOTHER OF CHILD			
12. FULL MAIDEN NAME a. (First) <u>JUANITA</u> b. (Middle) <u>SCOTT</u> c. (Last) <u>C</u>		13. COLOR OR RACE <u>C</u>	
14. AGE (At time of this birth) <u>20</u> YEARS	15. BIRTHPLACE (State or foreign country) <u>FLORIDA</u>	16. CHILDREN PREVIOUSLY BORN TO THIS MOTHER (Do NOT include this child) a. How many OTHER children are now living? <u>0</u> b. How many OTHER children were born alive but are now dead? <u>0</u> c. How many children were stillborn (born dead after 20 weeks pregnancy)? <u>0</u>	
17. INFORMANT <u>MOTHER</u>			
18a. SIGNATURE <u>[Signature]</u>		18b. ATTENDANT AT BIRTH M.D. <input type="checkbox"/> MIDWIFE <input type="checkbox"/> OTHER (Specify) <u>AD</u>	
18c. ADDRESS <u>Pompano</u>		18d. DATE SIGNED <u>12-2-55</u>	
19. DATE REC'D BY LOCAL REG. <u>12/6/55</u>	20. REGISTRAR'S SIGNATURE <u>Leatrice Rhodes, Rep.</u>	21. DATE ON WHICH GIVEN NAME ADDED BY (Registrar)	

I hereby certify that
this child was born alive
on the date stated above.

C. Meach G. Jr.

State Registrar

Date Issued: January 17, 2014

WARNING:

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE. THIS DOCUMENT IS PRINTED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THE DOCUMENT WILL NOT PRODUCE A COLOR COPY.



* 3 1 1 6 7 4 9 4 *

DH FORM 1946 (03-13)

CERTIFICATION OF VITAL RECORD



VOID IF ALTERED OR ERASED

BID BOND (See instructions on reverse)	DATE BOND EXECUTED (Must not be later than bid opening date) 01/15/2003	OMB Number: 9000-0045 Expiration Date: 6/30/2016
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address) BROOKS, DENISE LAQUA 205 N.W. 6TH AVENUE POMPANO BEACH, FLORIDA 33060	TYPE OF ORGANIZATION ("X" one) <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION
STATE OF INCORPORATION 10955079635 (Florida)	

SURETY(IES) (Name and business address)
BROOKS, DENISE LAQUA
DEPOSITORY TRUST COMPANY
55 WATER STREET
NEW YORK, NEW YORK 10041

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION (S)	THOUSAND(S)	HUNDRED(S)	CENTS		
100					FOR (Construction, supplies, or Services)	9778617254-1

OBLIGATION

We, the Principal and Surety (ies) are firmly bound to the United States of America (hereinafter call the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit or liability is the full amount of the penal sum.

CONDITIONS:

The principal has submitted the bid identified above.

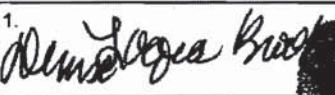

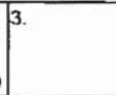
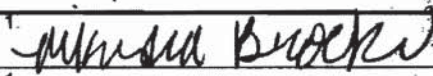
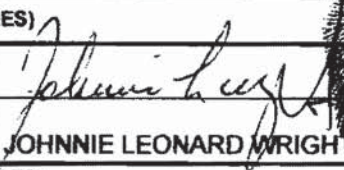
THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each surety executing this instrument agrees that its obligations is not impaired by any extension(s) of the time for acceptance of the bid that the principal may grant to the Government. Notice to the surety (ies) of extensions (s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the periods originally allowed for acceptance of the bid.

WITNESS

The principal and Surety (ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1. 	2. 	3. 	Corporate Seal	
NAME(S) & TITLE(S) (Typed)	1. DENISE LAQUA BROOKS		3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1. 	2. 			
NAME(S) (Typed)	1. NIKISHA LAQUA BROOKS	2. JOHNNIE LEONARD WRIGHT			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT (\$)	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

PERFORMANCE BOND (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)	OMB Number: 9000-0045
	01/15/2003	Expiration Date: 6/30/2016

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address) BROOKS, DENISE LAQUA 715 HABERSHAM COURT ELLENWOOD, GEORGIA 30294	TYPE OF ORGANIZATION ("X" one)			
	<input checked="" type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP		
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION		
STATE OF INCORPORATION 10955079635 (Florida)				
SURETY(IES) (Name(s) and business address(es)) BROOKS, DENISE LAQUA DEPOSITORY TRUST COMPANY 55 WATER STREET NEW YORK, NEW YORK 10041	PENAL SUM OF BOND			
	MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NO.	
	01/15/2003		9778617254-1	

OBLIGATION

We, the Principal and Surety (ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action against any or all of us, for all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS

The Principal has entered into the contract identified above.

THEREFORE



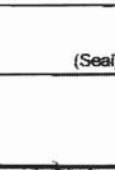
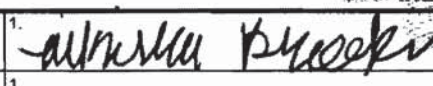
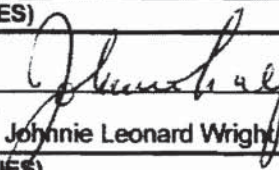

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contracts is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1. 	2. 	3. 	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1. Denise Laqua King Brook	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1. 	2. 	3. 	Corporate Seal
	NAME(S) (Typed)	1. Nikisha Laqua Brooks	2. Johnnie Leonard Wright	
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

PAYMENT BOND (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract) 01/15/2003	OMB Number: 9000-0045 Expiration Date: 6/30/2016
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Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address) BROOKS, DENISE LAQUA 205 N.W. 6TH AVENUE POMPANO BEACH, FLORIDA 33060	TYPE OF ORGANIZATION ("X" one) <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION 10955079635 (Florida)
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SURETY(IES) (Name(s) and business address(es)) BROOKS, DENISE LAQUA DEPOSITORY TRUST COMPANY 55 WATER STREET NEW YORK, NEW YORK 10041	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <th>MILLION(S)</th> <th>THOUSAND(S)</th> <th>HUNDRED(S)</th> <th>CENTS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>CONTRACT DATE</th> <th>CONTRACT NO.</th> </tr> <tr> <td>01/15/2003</td> <td>9778617254-1</td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE	CONTRACT NO.	01/15/2003	9778617254-1
PENAL SUM OF BOND																	
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS														
CONTRACT DATE	CONTRACT NO.																
01/15/2003	9778617254-1																

OBLIGATION:






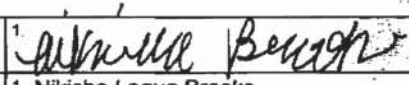
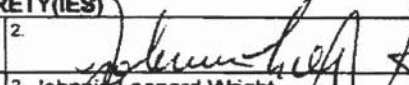




We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. for payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.  (Seal)	2.  (Seal)	3.  (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1. Denise Laqua Brooks As Surety	2.  (Seal)	3.  (Seal)	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.  (Seal)	2.  (Seal)		
NAME(S) (Typed)	1. Nikisha Laqua Brooks	2. Johnnie Leonard Wright		
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.  (Seal)	2.  (Seal)	
	NAME(S) & TITLE(S) (Typed)	1.  (Seal)	2.  (Seal)	

RELEASE OF PERSONAL PROPERTY FROM ESCROW

Whereas DENISE LAQUA BROOKS, of 10955079635 (Florida), by a bond
(Name) (Place of Residence)
for the performance of U.S. Government Contract Number [REDACTED],
became a surety for the complete and successful performance of said contract, and Whereas said
surety has placed certain personal property in escrow

in Account Number 9778617254 on deposit
at SALLIE MAE/DEPARTMENT OF EDUCATION
(Name of Financial Institution)

located at PO BOX 9500 WILKES-BARRE, PENNSYLVANIA 18773, and
(Address of Financial Institution)

Whereas I, Denise Laqua: Family of Brooks, being a duly authorized
representative of the United States government as a warranted contracting officer, have determined
that retention in escrow of the following property is no longer required to ensure further performance
of the said Government contract or satisfaction of claims arising therefrom:

See STANDARD FORM 24 BID BOND (see attached)
See STANDARD FORM 25 PERFORMANCE BOND (see attached)
See STANDARD FORM 25A PAYMENT BOND (see attached)
See STANDARD FORM 28 AFFIDAVIT OF INDIVIDUAL SURETY (see attached)
See OPTIONAL FORM 90 RELEASE OF LIEN ON REAL PROPERTY (see attached)

and

Whereas the surety remains liable to the United States Government for the continued performance of
the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from escrow the
property listed above, and directs the custodian of the aforementioned escrow account to deliver the
listed property to the surety. If the listed property comprises the whole of the property placed in
escrow in the aforementioned escrow account, the Government further directs the custodian to close
the account and to return all property therein to the surety, along with any interest accruing which
remains after the deduction of any fees lawfully owed to

SALLIE MAE/DEPARTMENT OF EDUCATION
(Name of Financial Institution)

May 15, 2014

[Date]

Denise Laqua Brooks

[Signature]

Seal

OPTIONAL FORM 91 (1-90)
Prescribed by GSA-FAR (48 CFR) 53.228(o)

RELEASE OF LIEN ON REAL PROPERTY

Whereas DENISE LAQUA KING BROOKS, of 10955079635 (Florida), by a bond
(Name) (Place of Residence)

for the performance of U.S. Government Contract Number [REDACTED],

became a surety for the complete and successful performance of said contract, which bond includes a lien upon certain real property further described hereafter, and

Whereas said surety established the said lien upon the following property

See STANDARD FORM 24 BID BOND (see attached)

See STANDARD FORM 25 PERFORMANCE BOND (see attached)

See STANDARD FORM 25A PAYMENT BOND (see attached)

See STANDARD FORM 28 AFFIDAVIT OF INDIVIDUAL SURETY (see attached)

See OPTIONAL FORM 91 RELEASE OF PERSONAL PROPERTY FROM ESCROW (see attached)

and recorded this pledge on 9775617254 -1
(Name of Land Records)

in the HENRY COUNTY of GEORGIA,
(Locality) (State)

and

Whereas, I, Denise Laqua: Family of Brooks, being a duly

authorized representative of the United States Government as a warranted contracting officer, have determined that the lien is no longer required to ensure further performance of the said Government contract or satisfaction of claims arising therefrom,

and

Whereas the surety remains liable to the United States Government for continued performance of the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases the aforementioned lien.

May 15, 2014

[Date]

Denise Laqua Brooks

[Signature]



☐ VOID ☐ CORRECTED

LENDER'S name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no.		OMB No. 1545-0877		2013 Form 1099-A Acquisition or Abandonment of Secured Property
LENDER'S federal identification number	BORROWER'S identification number	1 Date of lender's acquisition or knowledge of abandonment	2 Balance of principal outstanding \$	Copy C For Lender For Privacy Act and Paperwork Reduction Act Notice, see the 2013 General Instructions for Certain Information Returns.
BORROWER'S name		3	4 Fair market value of property \$	
Street address (including apt. no.)		5 Check here if the borrower was personally liable for repayment of the debt <input type="checkbox"/>		
City or town, province or state, country, and ZIP or foreign postal code		6 Description of property		
Account number (see instructions)				

Form **1099-A**www.irs.gov/form1099a

Department of the Treasury - Internal Revenue Service

Exhibit B

Debt Collectors
Correspondence

AES
POBOX 61017
HARRISBURG, PA 17106

I noticed that you have tapped into my credit report and pursuant to the Fair Debt Collection Practices Act (FDCPA) **15 USC§1692c** you do not have the authority to even contact me about some purported/alleged debt. I do not recognize you being a Creditor of mine. I have not obtained verification, nor validation that we have a contract signed by myself and you binding me to even acknowledge you as a Creditor. I have explained to you on more than one occasion that you can't report derogatory information into my credit reports erroneously just because you say you purchased something that you think is of value pursuant to 15USC§1692e(12) the false representation or implication that accounts have been turned over to innocent purchasers for value. You better take this information out of my files immediately before you are have to pay the Consumer monetary damages. Your CORPORATION doesn't even have a license to do business in Georgia, pursuant to the Secretary of State. I will let the Comptroller of the Currency know about these unauthorized DEBT COLLECTION PRACTICES.

You did not obtain my permission or have you obtained permission from a Court of Competent Jurisdiction, which is the United States District Court, pursuant to **15USC§1692k(2)(d)**, to **put this derogatory information in the Consumers Credit Report**. You need to keep your nose out of private business, and mind your own, you all sound like you suffer from Mental illness and need to get checked for this very deadly disease.

I am the Consumer pursuant to 15USC§1692a(3), and you are the DEBT COLLECTOR pursuant to 15USC§1692a(6), this was not under a Contract for Business, Commerce, and Trade, but because you do not know the difference that is why you try to invade my privacy, and put my information on the Credit Bureaus websites and this is another violation which can be construed as **Aggravated Identity Theft 18 USC §1028A Section (8) section 523 of the Gramm-Leach-Bliley Act (15 U.S.C. 6823)** (relating to obtaining customer information by false pretenses) This is a Felony and I will hold C. Doran Vance the man responsible for releasing/leaking out this erroneous information and putting it onto my Credit Reports without my Authority.

Your mental health has to be evaluated if you think for one moment that I owe PHEAA a dime. I did not sign a contract with your CORPORATION and I do not owe anything. The Consumer has the full faith and Credit of the United States. You better get all of the proof of discharge from SALLIE MAE, they are deceiving you thinking that I owe anything on this alleged DEBT. Just like Mr. Richard Cordray states the Consumer has the right to be treated fairly and to be told the truth. You are not telling the truth, I am going to give you 3 days to take this erroneous information off of my Credit Reports. Also send the Consumer \$15,000.00. Or we will go immediately to the United States Supreme Court, to get my money you owe me for putting this information on my Credit Reports.

Consumer Denise L. Brooks

CERTIFICATE OF SERVICE

This is to certify that I have this date served the foregoing Notice for the following
Correspondence by placing a true and exact copy of same in the United States mail, with

AES
PO BOX 61017
HARRISBURG, PA
17106

November 12, 2016

Denise L. Brooks CONSUMER NAME
C/O 5465 Highway 42
Suite 123
Ellenwood, Georgia 30294

AES FORMERLY PHEAA
C/O James L. Preston
200 North 7th Street
Harrisburg, PA 17102

RE: Notice of Pending Lawsuit

Accordingly my records reflect you are not, neither have you ever been a know creditor of mine. Therefore I am respectfully demanding punitive damages for your blatant disregard for the Above Consumer. The consumer is expecting payment of \$5,000.00. Please send right away. IDENTITY THEFT is what you have committed, and I do not recall ever providing my private information to you.

AMERICAN EDUCATION SERVICES, FORMERLY PHEAA., is a “debt collector pursuant to 15USC§1692a(6), 15 USC§1681n, and ORC§1345.0. Denise L. Brooks is a “consumer as that terms is defined in 15USC§1692a(3), 15 USC§1681n, and ORC§1345.01(c). AMERICAN EDUCATION SERVICES, FORMERLY PHEAA, is not my **creditor, and I have not** applied for, neither received any services or credit with your particular agency.

You have violated **15USC§1692 c, d, e, f, g, and j** Pursuant to the Fair Debt Collection Practices Act (FDCPA). Also you have violated the Gramm Leach Bliley Act, the Unfair Deceptive or Abusive Acts or Practices (UDAAP), the TCPA among other violations and you need to CEASE AND DESIST these practices.

In light of the foregoing please provide the alleged original genuine executed agreement that memorialized the transaction between you and I that support your alleged debt that I have with you. If you can't please CEASE AND DESIST COLLECTING ON A ZOMBIE PURPORTED DEBT.

Regards

Consumer Plaintiff Denise L. Brooks

June 5, 2016

Denise L. Brooks CONSUMER NAME
C/O 5465 Highway 42
Suite 123
Ellenwood, Georgia 30294

PHEAA, INC.
1200 N. 7th Street
Harrisburg, PA 17102-1444

RE: Notice of Dispute Demand for Verification/Validation of Alleged Debt

Accordingly my records reflect you are not, neither have you ever been a know creditor of mine. Therefore I am respectfully demanding verification and or validation of any alleged debt pursuant to 15 USC§1692g, 15 USC§1681, and ORC§1345.01 respectively.

PHEAA is a “debt collector pursuant to 15USC§1692a(6), 15 USC§1681n, and ORC§1345.0. Denise L. Brooks is a “consumer as that terms is defined in 15USC§1692a(3), 15 USC§1681n, and ORC§1345.01(c). PHEAA is not a **creditor, and I have not** applied for, neither received any services or credit with your particular agency. Therefore if your intrusion in my personal credit file is a willful and negligent violation of 15USC§1681q which would also be a criminal offense (felony) punishable under Title 18 USC, the penalty being a fine and or two years imprisonment.

In light of the foregoing please provide the alleged original genuine executed agreement that memorialized the transaction between you and I that support your alleged debt.

If your debt collection firm is unable to provide a sufficient legal basis for your illegal intrusion into my credit file, erroneous credit reporting, and dunning letters demanding payment. I will bring suit against your agency for violation of Federal and State Consumer Protection laws. Therefore this notice can be construed as a Notice of Intent to bring such action if your response does not support a legal debt “owed” to your agency. In concluding, you are required to respond in a timely manner, should you fail to timely respond, and or proffer a non-response I will bring suit without further notice. Regards

Consumer Denise L. Brooks

Cc:file



Department of Education
Loan Servicing

Dear Zarif:

Your federal student loan(s) requires your immediate attention. We may have a repayment option available that allows you to stop making payments for a specific period of time – call us today.

To learn more about our affordable repayment plans, speak to one of our account managers today. We're here to help you by providing important guidance and information regarding your federal student loan(s) but your time is limited, call us today at 1-877-830-7668.

Sincerely,

Michael Simpson - Navient



U.S. Department of Education
Information about your federal student loan

This is an attempt to collect a debt, and any information obtained will be used for that purpose.

Make sure Navient makes it to your inbox by adding CustomerAssistED@Navient.com as a contact. [Instructions on how to add us can be found here](#)

[Privacy](#) | [Terms of Use](#)

Date: April 28, 2016

ECMC Account #: 2724137

Servicer: NAVIENT

Dear Zarif Rashad Ali:

Educational Credit Management Corporation (ECMC) is a guarantor of your federal student loan. You may have received a letter from us regarding the status of your loan. In addition to your student loan servicer, NAVIENT, we are here to help you.

You may have options such as:

- Switching to an income-driven repayment plan that could result in monthly payments as low as \$0, if you qualify
- Temporarily postponing monthly payments

Our goal is to assist you and we would like your consent to contact you at your current or future cell phone number using an automated dialing system. Please confirm your consent [here](#).

If you would like more personalized assistance, contact one of our counselors at 855-202-4687, Monday through Thursday, 8:00 a.m to 9:00 p.m., Friday 8:00 a.m. to 7:00 p.m., and Saturday 10:00 a.m. to 4:00 p.m., Central time, or you may also reply to this email.

ECMC Loan Repayment Counselors

www.ecmc.org

info4you@ecmc.org

Debt Collectors Declaration of Fraud

08-31-2015

EDUCATIONAL CREDIT MANAGEMENT CORPORATION
1 Imation Place Building 2
Oakdale, MN 55128

Brooks, Denise L
C/O 5465 Highway 42
Suite 123
Ellenwood, Georgia 30294

It is declared that EDUCATIONAL CREDIT MANAGEMENT CORPORATION is a debt collector and that I have never contracted with your company and thus I have no financial obligation to your company. You have purchased a debt from another company and you had no interest in the original debt making your status that of a mere volunteer. The right of subrogation does not arise to one who pays the debt of another as a mere volunteer. This includes attempts at collection by assignment, transfer, or trade. A volunteer, stranger, or intermeddler is "one who thrust himself into a situation on his own initiative, and not one who becomes a party to a transaction upon the urgent petition of a person who is vitally interested, and whose rights would be sacrificed did he not respond to the importunate appeal." Laffranchini, 39 Nev, 48, 153 P. at 252. Parties may be considered volunteers if, in making a payment, they have no interest of their own to protect, the act without any obligation, legal or moral, and they act without being requested to do so by the person liable on the original obligation. Henningsen v. United States Fidelity Guar. Co., 208 U.S. 404, 411 (1908); Smith v. State Sav. & Loan Ass'n 175 Cal. App. 3d 1092, 1098, 223 Cal Rptr. 298, 301 (1986); Norfolk & Dedham Fire Ins. Co. v. Aetna Casualty & Surety Co., 132 Vt. 341, 344, 318 A.2d 659, 661 (1974). Your company extinguished the alleged debt upon purchase and any attempt to collect or sell the debt is an act of fraud. Know and understand that contacting me again after receipt of this notice without providing procedurally proper verification of the debt constitutes that use of interstate communications in a scheme of fraud by advancing a writing, which you know is false, with intention that others rely on the written communication to their detriment. You have not produced the account and general ledger statement showing the full accounting of the alleged obligation that you are now attempting to collect as demanded by the FDCPA. You have not provided an account stated of a contract between me and EDUCATIONAL CREDIT MANAGEMENT CORPORATION or the original creditor, thus trying to defraud me of my money and are a party to mail fraud. By reporting to credit agencies anything but "debt is DELETED" you are committing fraud and are open to lawsuit under the FDCPA. In American Jurisprudence (2 D P. 584) under Actions it states: "No actions will lie to recover on a claim based upon or in any manner depending upon a fraudulent, illegal, or immoral transaction or contract which plaintiff was a party."

Failure to provide me with a written letter by your agency/law firm of “non-existence of debt” within 10 days will result in the actions mentioned below. Failure to purge all derogatory credit reporting from any credit agencies, including Experian, Equifax, and TransUnion without validity of the aforementioned debt shall be considered an act of fraud. Please **Cease and Desist** Contacting me on something I know nothing about!!!!

Mail Fraud
Racketeering
Illegal extortion of funds
Punitive damages
General damages
Exemplary damages

Inability to obtain fresh credit for filing judgments against my credit bureau and/or such further & other relief as I deem necessary to seek.

NOTE: Maxim of Law; 1. In Commerce- Truth is sovereign. 2. For a matter to be resolved, it must be expressed, Point of Law- Silence equates to agreement.

[REDACTED]

Principle's Signature

August 31, 2015

Date

CERTIFICATE OF SERVICE

I, Denise L. Brooks, being the consumer pursuant to 15 USC 1692a(3) herein named, hereby certify that on the 31st, day of August 2015, I timely served one copy of correspondence for DEBT COLLECTOR(s), address Emailed to:

ECMC EDUCATIONAL CREDIT MANAGEMENT CORPORATION

[REDACTED]

Denise L. Brooks

Exhibit C

CRA's correspondence

10-19-2016
PO BOX 2000
CHESTER, PA 19016

RE: Inaccurate Incomplete Derogatory Reporting Information

My name is Denise L. Brooks (a Consumer) Pursuant to the Fair Debt Collection Practices Act FDCPA15USC§1692a(3) and am asking how you obtain Loan Level Documentation in order to slander my natural person.

I am aware of what an Account is Pursuant to the UCC 4-104 means deposit or credit account with a bank, including a demand, time, savings, passbook, share draft, or like account, other than an account evidenced by a certificate of deposit.

Why do you continue to put derogatory information on my credit report without my permission. I do not have validated, and verified loan level documentation, and you insist on putting this information on my credit report. I did not give you permission pursuant to

The Fair Debt Collection Practices Act FDCPA15USC§1692c, I do not have verified, loan level documentation pursuant to FDCPA15USC§1692g(a)(b). You do not have permission from a Court of Competent Jurisdiction which would be the United States District Court pursuant to the Fair Debt Collection Practices Act FDCPA15USC§1692k. I do not have any outstanding Student Loans which were taken off and you continue to put them back on my Credit Report. I do not know who this CORPORATION is and if it is not taken off in 3 days I will see you in Court. You continue to just act like I do not exist and for personal family and household purposes, you know I am not in COMMERCE, BUSINESS, OR TRADE. You are and you do not have the Authority to put this information on my Credit Report.

AES, USA FUNDS, BELK, MACYS, TJX, FINGERHUT, WAL-MART, CREDIT ONE.

And by the way send my entire file back to me and take the SSN out of your DATA BASE and return the entire file to me the owner, maker, Secured Party Creditor. Because you do not know what to do with them at all. If it is not taken down and my information is not deleted we will be in Court, so do not tarry. Send my information back to me. And do not report anything else for me. I did not ask you to. So send it back as soon as possible.

Regards
Consumer Denise L. Brooks

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date this document was served upon the following parties by depositing a copy enclosed in a postpaid, properly addressed in a post office or official depository under the exclusive care and custody of the United Postal service or via the appropriate electronic servicer.

**TRANSUNION
P.O. BOX 2000
CHESTER, PA 19016**

10-19-2016
EXPERIAN
P.O. BOX 9530
ALLEN, TX 75013

RE: Inaccurate Incomplete Derogatory Reporting Information

My name is Denise L. Brooks (a Consumer) Pursuant to the Fair Debt Collection Practices Act FDCPA15USC§1692a(3) and am asking how you obtain Loan Level Documentation in order to slander my natural person.

I am aware of what an Account is Pursuant to the UCC 4-104 means deposit or credit account with a bank, including a demand, time, savings, passbook, share draft, or like account, other than an account evidenced by a certificate of deposit.

Why do you continue to put derogatory information on my credit report without my permission. I do not have validated, and verified loan level documentation, and you insist on putting this information on my credit report. I did not give you permission pursuant to

The Fair Debt Collection Practices Act FDCPA15USC§1692c, I do not have verified, loan level documentation pursuant to FDCPA15USC§1692g(a)(b). You do not have permission from a Court of Competent Jurisdiction which would be the United States District Court pursuant to the Fair Debt Collection Practices Act FDCPA15USC§1692k. I do not have any outstanding Student Loans which were taken off and you continue to put them back on my Credit Report. I do not know who this CORPORATION is and if it is not taken off in 3 days I will see you in Court. You continue to just act like I do not exist and for personal family and household purposes, you know I am not in COMMERCE, BUSINESS, OR TRADE. You are and you do not have the Authority to put this information on my Credit Report.

AES, USA FUNDS, BELK, MACYS, TJX, FINGERHUT, WAL-MART, CREDIT ONE.

And by the way send my entire file back to me and take the SSN out of your DATA BASE and return the entire file to me the owner, maker, Secured Party Creditor. Because you do not know what to do with them at all. If it is not taken down and my information is not deleted we will be in Court, so do not tarry. Send my information back to me. And do not report anything else for me. I did not ask you to. So send it back as soon as possible.

Regards
Consumer Denise L. Brooks

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date this document was served upon the following parties by depositing a copy enclosed in a postpaid, properly addressed in a post office or official depository under the exclusive care and custody of the United Postal service or via the appropriate electronic servicer.

Experian
P.O. Box 9530
Allen, TX 75013

07-18-2016
EQUIFAX
P.O. Box 105518
Atlanta, GA 30348

RE: Inaccurate Incomplete Derogatory Reporting Information

My name is Denise L. Brooks (a Consumer) Pursuant to the Fair Debt Collection Practices Act FDCPA 15USC§1692a(3) and am asking how you obtain Loan Level Documentation in order to slander my natural person. You have new rules as of **June 15, 2016** and I am requesting that you send information on how this is reported. On more than one occasion I have asked for deletion of very derogatory information and your CORPORATION always sends letters stating frivolous this is your account.

I am aware of what an Account is Pursuant to the UCC 4-104 means deposit or credit account with a bank, including a demand, time, savings, passbook, share draft, or like account, other than an account evidenced by a certificate of deposit.

Items on my Credit Report are inaccurate and incomplete you will take an item off and the very same day you will put them back on the report (derogatory incomplete, inaccurate information). I do need to know how this information is obtained and reported by your CORPORATION erroneously how can there be a determination of how this inaccurate erroneous information is mine.

You have been in business for quite some time and it seems as if you get paid to report derogatory information on Consumers which has to stop and I will seek very drastic measures to obtain a solution. If you receive notice that an account is unverifiable, there it is again it must promptly delete that item of information from the file of the Consumer Pursuant to the Fair Credit Report Act (FCRA) 15USC§ 1681i(a)(5)(A)(i).

It seems to me that EQUIFAX, EXPERIAN, AND TRANS UNION has on more than one occasion used this Consumer Report to resell or disclose derogatory information so the entire World can see and this is a violation of what your duties are but Oh I forgot you are getting paid. The only thing that I have noticed in these reports respectively is that you are reporting inaccurate, incomplete information before you investigate and are too lazy to report that the information can be verified. It is your duty to care to do so. This adversity has to stop, and you need to be aware of these issues most of this foolishness is for Personal, Family, or Household use and you are Complicit with your knowledge of what is going on and you choose to ignore the defamatory consequences of your actions.

So how can I as a Consumer determine if this information is given by a Creditor or a DATA BUYER Mentally Ill individual Person. I am in receipt of a previous Credit Report where there was a deletion of an item and then you placed it back into the file please remove it. I am in receipt of correspondence from CREDIT ONE BANK, please delete this item as well from all three Reports Equifax, Experian, and Trans Union. Similarly, when a CRA receives notice that

an account is unverifiable, it must “promptly delete that item of information from the file of the consumer.” See *id.* § 1681i(a)(5)(A)(i). Lest this result appear too strict, we hasten to observe that even though a furnisher that ends an investigation without verifying a disputed account must cease reporting the account to CRAs, § 1681s-2(b) does not require the furnisher to cease dunning or otherwise attempting to collect the debt. The requirement to delete or

Regards
Consumer Denise L. Brooks

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date this document was served upon the following parties by depositing a copy enclosed in a postpaid, properly addressed in a post office or official depository under the exclusive care and custody of the United Postal service or via the appropriate electronic servicer.

EQUIFAX
P.O. Box 105518
Atlanta, GA 30348

Exhibit D. Credit
Reports

DENISE L BROOKS DENISE LAQUA BROOKS

UNITED STUDENT AID FUNDS has flagged your account as Collection account.

Alert Type: Potentially Negative

Found On: Oct 15, 2016

New information has appeared on your credit report. Please review the details of the alert for information that may indicate identity theft.

Additional Info

Please review the alert. If you feel you are a victim of identity theft, follow the steps below to ensure your personal information is secure.

Alert Date

10/15/2016

Source

TRANSUNION

Company

UNITED STUDENT AID FUNDS

Payment Status

Collection account

Status Date

1/1/0001

Balance

\$0.00

Balance Date

1/1/0001

Address

POB 9460 MC E2142 C/O SALLIE MAE WILKES BARRE , PA 18773-

AES has flagged your account as Collection account.

Alert Type: Potentially Negative

Found On: Oct 12, 2016

New information has appeared on your credit report. Please review the details of the alert for information that may indicate identity theft.

Additional Info

Please review the alert. If you feel you are a victim of identity theft, follow the steps below to ensure your personal information is secure.

Alert Date

10/12/2016

Source

TRANSUNION

Company

AES

Payment Status

Collection account

Status Date

1/1/0001

Balance

\$0.00

Balance Date

1/1/0001

Address

POB 61017 HARRISBURG , PA 17106-

PENNSYLVANIA HIGHER EDUCAT reported a new account on your EQUIFAX Credit Report.

Alert Type: New Account

Found On: Sep 20, 2016

New information has appeared on your credit report. Please review the details of the alert for information that may indicate identity theft.

Additional Info

Please review the alert. If you feel you are a victim of identity theft, follow the steps below to ensure your personal information is secure.

Alert Date

9/20/2016

Source

EQUIFAX

Company

PENNSYLVANIA HIGHER EDUCAT

Opened Date

1/1/0001
Balance
\$8,040.00
Balance Date
10/1/2014
Phone
(800) 233-0751
Address
PO Box 8147 Harrisburg, PA 17105-8147

AES reported a new account on your TRANSUNION Credit Report.

Alert Type: New Account
Found On: Sep 15, 2016

New information has appeared on your credit report. Please review the details of the alert for information that may indicate identity theft.

Additional Info

Please review the alert. If you feel you are a victim of identity theft, follow the steps below to ensure your personal information is secure.

Alert Date
9/15/2016
Source
TRANSUNION
Company
AES
Opened Date
1/1/0001
Balance
\$8,040.00
Balance Date
1/1/0001
Address
POB 61017 HARRISBURG , PA 17106-

USA FUNDS reported a new account on your EQUIFAX Credit Report.

Alert Type: New Account

Found On: Sep 6, 2016

New information has appeared on your credit report. Please review the details of the alert for information that may indicate identity theft.

Additional Info

Please review the alert. If you feel you are a victim of identity theft, follow the steps below to ensure your personal information is secure.

Alert Date

9/6/2016

Source

EQUIFAX

Company

USA FUNDS

Opened Date

1/1/0001

Balance

\$24,721.00

Balance Date

4/1/2015

Phone

(800) 331-2314

Address

PO Box 9460 Wilkes Barre, PA 18773-9460